

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

STATE OF OHIO, *ex rel.*,  
DAVID P. JOYCE,

Plaintiff,

VS.

MERSCORP, INC., *et. al.*,

Defendants.

CASE NO. 1:11-CV-02474

JUDGE JAMES GWIN

**ANSWER OF DEFENDANT SUNTRUST  
MORTGAGE, INC. TO PLAINTIFF'S  
COMPLAINT**

For its Answer to the Complaint (the “Complaint”) of Plaintiff Geauga County (“Plaintiff”), Defendant SunTrust Mortgage, Inc. (“SunTrust”) states as follows:

1. SunTrust denies the allegations contained in Paragraph 1 of Plaintiff's Complaint.
2. SunTrust denies the allegations contained in Paragraph 2 of Plaintiff's Complaint.
3. SunTrust denies the allegations contained in Paragraph 3 of Plaintiff's Complaint.
4. SunTrust denies the allegations contained in Paragraph 4 of Plaintiff's Complaint.
5. SunTrust denies the allegations contained in Paragraph 5 of Plaintiff's Complaint.
6. SunTrust denies the allegations contained in Paragraph 6 of Plaintiff's Complaint.
7. SunTrust denies the allegations contained in Paragraph 7 of Plaintiff's Complaint.
8. SunTrust denies the allegations contained in Paragraph 8 of Plaintiff's Complaint.

9. SunTrust admits the allegations contained in Paragraph 9 of Plaintiff's Complaint insofar as the same pertain to it. With respect to the remaining allegations in Paragraph 9 of Plaintiff's Complaint, SunTrust is without knowledge or information sufficient to form a belief as to the truth of those allegations, and therefore denies the same.

10. SunTrust states that Paragraph 10 calls for a legal conclusion and, therefore, denies the same. With respect to the remaining Defendants in regard to Paragraph 10 of Plaintiff's Complaint, SunTrust is without knowledge or information sufficient to form a belief as to the truth of those allegations, and therefore denies the same.

11. In response to Paragraph 11 of Plaintiff's Complaint, SunTrust admits Plaintiff is located in the State of Ohio. Further answering, SunTrust denies the remaining allegations contained in Paragraph 11 of Plaintiff's Complaint.

12. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 12 of Plaintiff's Complaint, and therefore denies the same.

13. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 of Plaintiff's Complaint, and therefore denies the same.

14. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14 of Plaintiff's Complaint, and therefore denies the same.

15. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 15 of Plaintiff's Complaint, and therefore denies the same.

16. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 16 of Plaintiff's Complaint, and therefore denies the same.

17. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 17 of Plaintiff's Complaint, and therefore denies the same.

18. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 18 of Plaintiff's Complaint, and therefore denies the same.

19. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 19 of Plaintiff's Complaint, and therefore denies the same.

20. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 20 of Plaintiff's Complaint, and therefore denies the same.

21. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 21 of Plaintiff's Complaint, and therefore denies the same.

22. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 22 of Plaintiff's Complaint, and therefore denies the same.

23. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 23 of Plaintiff's Complaint, and therefore denies the same.

24. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 24 of Plaintiff's Complaint, and therefore denies the same.

25. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 25 of Plaintiff's Complaint, and therefore denies the same.

26. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 26 of Plaintiff's Complaint, and therefore denies the same.

27. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 27 of Plaintiff's Complaint, and therefore denies the same.

28. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 28 of Plaintiff's Complaint, and therefore denies the same.

29. SunTrust admits the allegations contained in Paragraph 29 of Plaintiff's Complaint except that it denies that it is a "national organization".

30. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 30 of Plaintiff's Complaint, and therefore denies the same.

31. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 31 of Plaintiff's Complaint, and therefore denies the same.

32. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 32 of Plaintiff's Complaint, and therefore denies the same.

33. SunTrust denies the allegations contained in Paragraph 33 of Plaintiff's Complaint.

34. SunTrust denies the allegations contained in Paragraph 34 of Plaintiff's Complaint.

35. SunTrust denies the allegations contained in Paragraph 35 of Plaintiff's Complaint.

36. SunTrust denies the allegations contained in Paragraph 36 of Plaintiff's Complaint with regard to the allegations against SunTrust. Further answering, SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 36 of Plaintiff's Complaint with regard to the other Defendants, and therefore denies the same.

37. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 37 of Plaintiff's Complaint, and therefore denies the same.

38. SunTrust denies the allegations contained in Paragraph 38 of Plaintiff's Complaint with regard to the allegations against SunTrust. Further answering, SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations

contained in Paragraph 38 of Plaintiff's Complaint with regard to the other Defendants, and therefore denies the same.

39. SunTrust denies the allegations contained in Paragraph 39 of Plaintiff's Complaint.

40. SunTrust denies the allegations contained in Paragraph 40 of Plaintiff's Complaint.

41. SunTrust denies the allegations contained in Paragraph 41 of Plaintiff's Complaint.

42. SunTrust denies the allegations contained in Paragraph 42 of Plaintiff's Complaint with regard to the allegations against SunTrust. Further answering, SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 42 of Plaintiff's Complaint with regard to the other Defendants, and therefore denies the same.

43. SunTrust denies the allegations contained in Paragraph 43 of Plaintiff's Complaint with regard to the allegations against SunTrust. Further answering, SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 43 of Plaintiff's Complaint with regard to the other Defendants, and therefore denies the same.

44. SunTrust denies the allegations contained in Paragraph 44 of Plaintiff's Complaint.

45. SunTrust denies the allegations contained in Paragraph 45 of Plaintiff's Complaint.

46. In response to Paragraph 46 of Plaintiff's Complaint, SunTrust admits that beginning in the 1990s, securitization of mortgages became more common. Further answering, SunTrust denies the remaining allegations contained in Paragraph 46 of Plaintiff's Complaint.

47. SunTrust denies the allegations contained in Paragraph 47 of Plaintiff's Complaint.

48. SunTrust denies the allegations contained in Paragraph 48 of Plaintiff's Complaint.

49. SunTrust denies the allegations contained in Paragraph 49 of Plaintiff's Complaint.

50. SunTrust denies the allegations contained in Paragraph 50 of Plaintiff's Complaint.

51. SunTrust denies the allegations contained in Paragraph 51 of Plaintiff's Complaint.

52. SunTrust denies the allegations contained in Paragraph 52 of Plaintiff's Complaint.

53. SunTrust denies the allegations contained in Paragraph 53 of Plaintiff's Complaint.

54. SunTrust denies the allegations contained in Paragraph 54 of Plaintiff's Complaint.

55. SunTrust denies the allegations contained in Paragraph 55 of Plaintiff's Complaint.

56. SunTrust denies the allegations contained in Paragraph 56 of Plaintiff's Complaint.

57. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 57 of Plaintiff's Complaint, and therefore denies the same.

58. SunTrust denies the allegations contained in Paragraph 58 of Plaintiff's Complaint.

59. SunTrust denies the allegations contained in Paragraph 59 of Plaintiff's Complaint.

**FIRST CAUSE OF ACTION**  
**DECLARATORY JUDGMENT AND PERMANENT INJUNCTION**  
**AGAINST ALL DEFENDANTS**

60. In response to Paragraph 60 of Plaintiff's Complaint, SunTrust incorporates its answers to Paragraphs 1 through 59 as if fully set forth herein.

61. SunTrust denies the allegations contained in Paragraph 61 of Plaintiff's Complaint.

62. SunTrust denies the allegations contained in Paragraph 62 of Plaintiff's Complaint.

63. SunTrust denies the allegations contained in Paragraph 63 of Plaintiff's Complaint.

64. SunTrust denies the allegations contained in Paragraph 64 of Plaintiff's Complaint.

**SECOND CAUSE OF ACTION**  
**UNJUST ENRICHMENT AGAINST ALL DEFENDANTS**

65. In response to Paragraph 65 of Plaintiff's Complaint, SunTrust incorporates its answers to Paragraphs 1 through 64 as if fully set forth herein.



66. SunTrust denies the allegations contained in Paragraph 66 of Plaintiff's Complaint.

67. SunTrust denies the allegations contained in Paragraph 67 of Plaintiff's Complaint.

68. SunTrust denies the allegations contained in Paragraph 68 of Plaintiff's Complaint.

69. SunTrust denies the allegations contained in Paragraph 69 of Plaintiff's Complaint.

#### **PRAYER FOR RELIEF**

In response to the paragraphs of the Complaint entitled "Prayer for Relief," SunTrust denies any and all allegations under subparagraphs a through h.

#### **AFFIRMATIVE DEFENSES/DEFENSES**

1. The Complaint fails to state any claims against SunTrust upon which this Court may grant relief.

2. SunTrust never received any assignments that were required to be recorded as alleged in Plaintiff's Complaint.

3. Plaintiff's injuries and/or expenses, if any were caused solely by the superseding, intervening acts and conduct of Plaintiff and/or other persons or parties, which intervened between the alleged acts and conduct of SunTrust and the claimed damages or liability, barring recovery or liability against SunTrust in whole or in part.

4. Plaintiff and/or members of the putative Plaintiff classes have not sustained any damages proximately caused by SunTrust.

5. The statutory provisions referenced by Plaintiff do not require recording of assignments or payment of fees.

6. Plaintiff's claims are barred by unclean hands, estoppel, statutes of limitations, and laches.

7. Some of all of the claims asserted by Plaintiff are barred by the statute of frauds and/or the parol evidence rule.

8. Plaintiff's claims are barred by the doctrines of waiver and ratification.

9. The Complaint fails to state a claim that can be prosecuted properly as a class action under the requirements of Rule 23 of the Federal Rules of Civil Procedure.

10. This suit should not proceed as a class action because, among other reasons, Plaintiff is not an adequate class representative, its interests are in conflict, its claims are not typical of other putative class members' claims, common questions of law and fact do not predominate, the case is inherently unmanageable as a class action, and a class action is not superior to other available methods for the fair and efficient adjudication of this controversy.

11. Plaintiff has no standing to maintain this action against SunTrust because there is no actual case or controversy between SunTrust and Plaintiff.

12. SunTrust's conduct at all times complied, and was in good faith conformity, with all applicable contracts, laws and regulations.

13. Plaintiff's claims are barred for the reasons set forth in Defendants' Joint Motion to Dismiss Plaintiff's Complaint.

14. SunTrust reserves the right to assert any and all affirmative defenses that may develop during the course of this matter, via discovery or otherwise.

WHEREFORE, Defendant SunTrust Mortgage, Inc. respectfully requests that the Complaint against it be dismissed at Plaintiff's cost and that it be granted any and all relief allowed by law.

Respectfully submitted,

/s/James S. Wertheim

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*Attorneys for Defendant*

*SunTrust Mortgage, Inc.*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing *Answer of Defendant SunTrust Mortgage, Inc. to Plaintiff's Complaint* was filed electronically on December 12, 2011. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties may access this filing through the Court's ECF system.

/s/James S. Wertheim

James S. Wertheim

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